

**PERSONAL WATERCRAFT RENTALS (Kayaks, Surfboards, SUP, Boogie Boards, Skim Boards)**

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

**Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement**

In consideration of being allowed to use the facilities, vessels, and participate in operating personal watercraft and other activities (collectively the “Activities”) provided by Kitty Hawk Kites, Inc. dba Kitty Hawk Kites, Kitty Hawk Surf Co., Carolina Outdoors, Life Is Good, Natural Life & listed subsidiaries’, Kitty Hawk Flight School, LLC, Kitty Hawk Kites of Florida, LLC, KHK Morningside, LLC dba Morningside, A Kitty Hawk Kites Flight Park (collectively the “Host”), the Participant hereby agrees, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that he/she has or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training. As used herein, the term “Equipment” shall include, but not be limited to, personal watercraft;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation. The Participant understands that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, officers and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

**Photography/Video Release**

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participants participation in the Activities. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

**Personal Responsibility**

**The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.**

**The Participant understands that his/her participation in the Activities is voluntary and further understands that he/she has the opportunity to inspect the Host’s Equipment, vessels, and facilities before any participation.**

**The Participant understands that he/she is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.**

**If, while participating in the Activities, the Participant observes any unusual hazard or condition, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

**Alcohol**

I will not consume alcohol while participating in operating personal watercraft and other activities during this rental: \_\_\_\_\_ **Initials**

I will not arrive inebriated prior to operating personal watercraft and other activities: \_\_\_\_\_ **Initials**

I understand that Kitty Hawk Kites reserves the right to refuse any participants that show any signs of alcohol consumption prior to their scheduled rental. \_\_\_\_\_ **Initials**

**Personal Flotation Devices**

I will wear a personal Flotation Device (PFD) at all times while operating personal watercraft and other activities during this rental. \_\_\_\_\_ **Initials**

Participant's Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_